

**QUALITY ASSURANCE SURVEILLANCE PLAN**  
**for the**  
**RESIDENTIAL CENTERS**  
**IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)**  
**OFFICE OF DETENTION AND REMOVAL (DRO)**

**1. INTRODUCTION**

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the contractor/service provider, and not the Government, is responsible for the day-to-day operation of the facility, the delivery of educational, medical and social services, and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The service provider is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The service provider's QCP, upon approval by the Government, will be made a part of the resultant agreement.

This QASP is designed to provide an effective surveillance method to monitor the service provider's performance relative to the requirements listed in the agreement. The QASP illustrates the systematic method the Government (or its designated on-site representative) will use to evaluate the services the service provider is required to furnish.

This QASP is based on the principle that the Government must validate that the contractor/service provider is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. Performance standards address all facets of resident handling, including safety, health, legal rights, facility and records management, etc. Good management by the service provider and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

**2. DEFINITIONS**

**Performance Requirements Summary (Attachment 1):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on ICE DRO Residential Standard. The PRS identifies performance standards grouped into ten functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government (or its designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes for assessing compliance in meeting Government standards.

**Functional Area:** A logical grouping of performance standards.

**Contracting Officer's Technical Representative (COTR):** The COTR interacts with the service provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the agreement. The Contracting Officer issues a

written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

**Performance Standards:** The performance standards are established in the DRO Residential Standards. Other standards may also be defined in the agreement.

**Measures:** The method for evaluating compliance with the standards.

**Acceptable Quality Level:** The minimum level of quality that will be accepted by the Government in order to meet the performance standard.

**Withholding:** Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution/correction, and should be included in the next month's invoice.

**Deduction:** Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The service provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable. The assessment of deductions does not preclude the Contracting Officer from initiating other applicable contract actions and remedies, if applicable.

### 3. QUALITY CONTROL PLAN

As a part of its agreement with the Government, the service provider is required to develop, implement, and maintain a Quality Control Plan (QCP) that describes the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 1 for a summary list of performance requirements.) Such reviews are performed by the service provider in order to validate its operations, and assure the Government that the services meet the performance standards.

The service provider's QCP should include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the service provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the service provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 3).

The contractor/service provider is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the

performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The service provider must develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping ensuring ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Education curricula (in accordance with state education criteria and standards) and child development records
- Records of legal and counseling services (with consideration of attorney-client confidentiality)
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

#### 4. METHODS OF SURVEILLANCE

The Government will inspect the service provider's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the ICE DRO Residential Standard. The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

All Family Residential Facilities will have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet will help the COTR or designee assess overall performance, by reviewing specific items within the functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the service provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the service provider's performance by (a) conducting site visits to assess the facility and residential health and welfare conditions, (b) reviewing documentation, and (c) interviewing the service provider's personnel and/or residents. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced

for annual review purposes, the “Monitoring Instruments” and “Verification Sources” identified in the DRO standard will be used.

**4.1 Site Visits:** Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. All Family Residential sites will have an on-site COTR designee. Routine reviews may involve direct observation of the service provider personnel performing tasks, interacting with residents and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned or ad-hoc.

**4.2 Ad-Hoc:** These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the service provider’s QCP, an unusual occurrence pertaining to the agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the service provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of service provider performance activities, or accompany the service provider’s designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (See Attachment 2).

**4.3 Review of Documentation:** The service provider must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the service provider must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of residents all conform to the performance standards stated herein. When reviewing the service provider’s documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

**4.4 Interviews and Other Feedback:** The COTR will interview key members of the service provider’s staff, residents and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

## 5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the service provider based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the service provider at least 30 calendar days in advance of implementation of the new standard(s). If the service provider is not provided with the notification, adjustment to the new standard must be made within 30 calendar days after notification. If any change affects pricing, the service provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the service provider, so long as the standards are not more stringent than those being replaced.

## 6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the service provider to receive full payment as identified in the agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the service provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the service provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the service provider's monthly invoice as prescribed in Attachment 1

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the service provider's monthly invoice. This may happen when an event

occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the service provider has failed to take timely action on a deficiency about which he/she was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the service provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a resident escaped, for example, a deficiency would be noted in "Security and Control," but may also relate to a deficiency in the area of "Administration and Management."

## 7. NOTIFICATIONS

- (a) Based on the inspection of the service provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2. To the extent practicable, issues should be resolved informally, with the COTR and service provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the service provider with a date when a response is due. Upon receipt of a CDR, the service provider must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the service provider must return the CDR with the action planned or taken noted. After the COTR reviews the service provider's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the service provider.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/ protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; Resident cases admitted to a community hospital; significant environmental

problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the CDR in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the service provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in Section 6 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken
- (e) Following receipt of the service provider's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he/she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the service provider terminates the agreement, those funds will not be released. The service provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the service provider is not relieved of full performance of the required services hereunder; the agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

## **8. RESIDENT/MEMBER OF PUBLIC COMPLAINTS**

The resident and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COTR will be logged and forwarded to the service provider for remedy. Upon notification, the service provider will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The service provider will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider will document its findings and notify the COTR.

**9. ATTACHMENTS**

- 1 Performance Requirements Summary
- 2 Contract Discrepancy Report
- 3 Performance Monitoring Tool
- 4 Staffing Plan



## Attachment 1- Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Administration and Management (10 %)</b>  (Addresses facility policy development, internal inspection and reviews, resident records, administration and orientation, personal property and monies, release and accommodations for the disabled)	ICE DRO Residential Management Standard <a href="http://www.ice.gov/pi/familyresidential/index.htm">http://www.ice.gov/pi/familyresidential/index.htm</a>  Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07  Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02  <u>Admission and Release/Orientation</u> (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/admission_and_release.pdf">http://www.ice.gov/doclib/pi/familyresidential/admission_and_release.pdf</a>  <u>Detainee Records/ Detention File</u> (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/residentialfile.pdf">http://www.ice.gov/doclib/pi/familyresidential/residentialfile.pdf</a>  Detainee Handbook (ICE Standard) <a href="http://www.ice.gov/pi/familyresidential/index.htm">http://www.ice.gov/pi/familyresidential/index.htm</a>  Internal Inspections and/or Reviews/ Detention Management & Control Program (ICE Standard)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the contract performance monitoring tool (see attached)</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• Review of service provider's quality control program monitoring reports</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Health Care (15%)</b> (Addresses overall access to routine, chronic health care, mental health, emergency health, pharmaceuticals, and dental services provided by the institution)	<u>Funds &amp; Personal Property</u> (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Policy Development and Monitoring 4-ALDF-7D-06				
	ICE DRO Residential Management Standard (http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf)				
	Communicable Disease 4-ALDF-4C-14				
	Detainee Hunger Strikes (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/hungerstrikes.pdf)				
	Experimental Research 4-ALDF-4D-18				
	Medical, Dental, and Mental Health Appraisals/Medical Care (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/medicalcare.pdf)				
	Suicide Prevention (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/suicide_prevention.pdf)				
	Terminal Illness, Advanced Directives and Death (ICE Standard) (http://www.ice.gov/doclib/pi/familyresidential/terminal_illness.pdf)				

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FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center"><b>Security and Control (25%)</b></p> <p>(Addresses post orders, permanent logs, security features, security inspections, control of contraband, resident searches, resident accountability, use of force, non-routine use of restraints, tool and equipment control, resident discipline, supervision for special housing, contingency and emergency plans.)</p>	<p>Detainee Searches 4-ALDF-2C-01-06 Resident Census (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/residentcensus.pdf">http://www.ice.gov/doclib/pi/familyresidential/residentcensus.pdf</a></p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the contract performance monitoring tool (see attached)</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed.</li> <li>• CDRs</li> <li>• Review of service provider's quality control program monitoring reports and output data</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> <p>A rating of Deficient on any three of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>	<p>A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	<p>Use of Physical Force (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/use_of_physical_force_and_restraints.pdf">http://www.ice.gov/doclib/pi/familyresidential/use_of_physical_force_and_restraints.pdf</a></p>				
	<p>Transfer of Residents (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/transfer_of_residence.pdf">http://www.ice.gov/doclib/pi/familyresidential/transfer_of_residence.pdf</a></p>				
	<p>Tool Control (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/tool_control.pdf">http://www.ice.gov/doclib/pi/familyresidential/tool_control.pdf</a></p>				
	<p>Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14 Discipline and Behavior Management (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/discipline_and_behavior_management.pdf">http://www.ice.gov/doclib/pi/familyresidential/discipline_and_behavior_management.pdf</a></p>				

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FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
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	Emergency Plan (ICE Standard) ( <a href="http://www.ice.gov/doclib/pi/familyresidential/emergencyplans.pdf">http://www.ice.gov/doclib/pi/familyresidential/emergencyplans.pdf</a> )				
	Contraband (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/cpsmanual/contrab.pdf">http://www.ice.gov/doclib/partners/dro/cpsmanual/contrab.pdf</a> )				
	Post Orders (ICE Standard) ( <a href="http://www.ice.gov/doclib/pi/familyresidential/postorders.pdf">http://www.ice.gov/doclib/pi/familyresidential/postorders.pdf</a> )				
	Permanent Logs 4-ALDF-2A-11				
	Security Features (ICE Standard) ( <a href="http://www.ice.gov/doclib/pi/familyresidential/key_and_lockcontrol.pdf">http://www.ice.gov/doclib/pi/familyresidential/key_and_lockcontrol.pdf</a> )				
	Security Inspections and/or Reviews (ICE Standard)				
	Sexual Assault 4-ALDF-4D-22-8 ( <a href="http://www.ice.gov/doclib/pi/familyresidential/sexual_abuse.pdf">http://www.ice.gov/doclib/pi/familyresidential/sexual_abuse.pdf</a> )				
FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	Transportation (Land Transportation) (ICE Standard) ( <a href="http://www.ice.gov/doclib/pi/familyresidential/transportation_by_land.pdf">http://www.ice.gov/doclib/pi/familyresidential/transportation_by_land.pdf</a> )				
	Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-2B-14				

<p><b>Food Service (10%)</b> (Addresses basic sanitation and adequacy of varied meals and special diets provided to residents)</p>	ICE DRO Residential Management Standard (INSERT URL HERE)	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic review in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	<p>A rating of Deficient on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
	Environmental Health & Safety (ICE Standard) ( <a href="http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf">http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf</a> )				
	Food Service Standards (ICE Standard) ( <a href="http://www.ice.gov/doclib/pi/familyresidential/foodservice.pdf">http://www.ice.gov/doclib/pi/familyresidential/foodservice.pdf</a> )				

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<b>Staff and Resident Communications and Information Dissemination (2.5%)</b> (Addresses methods of communicating with residents, detention/correctional staff training in diversity, and the resident grievance process)	Detainee Grievances (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/grievancesystem.pdf">http://www.ice.gov/doclib/pi/familyresidential/grievancesystem.pdf</a>	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on any two of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Diversity Training 4- ALDF-6A-08, 4-ALDF- 7B-10  <u>Resident and Staff Communication (ICE Standard)</u> <a href="http://www.ice.gov/doclib/pi/familyresidential/resident_staff_communication.pdf">http://www.ice.gov/doclib/pi/familyresidential/resident_staff_communication.pdf</a>				
<b>Safety and Sanitation (10%)</b> (Addresses the adequacy of fire safety programs, the control of dangerous materials, the general facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)	Environmental Health & Safety (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf">http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf</a>	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Personal Hygiene (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/personalhygiene.pdf">http://www.ice.gov/doclib/pi/familyresidential/personalhygiene.pdf</a>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Services and Programs (5%)</b> (Addresses resident security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to legal representation, access to a telephone, the handling of resident mail and other correspondence, and visitation privileges).	ICE DRO Residential Management Standard <a href="http://www.ice.gov/pi/familyresidential/index.htm">http://www.ice.gov/pi/familyresidential/index.htm</a>	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (See Section 6 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Access to Legal Material</u> (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/lawlibraries.pdf">http://www.ice.gov/doclib/pi/familyresidential/lawlibraries.pdf</a>				
	<u>Classification, Review, and Housing</u> (ICE Standard) <a href="http://www.ice.gov/doclib/partners/dro/copsmanual/classof.pdf">http://www.ice.gov/doclib/partners/dro/copsmanual/classof.pdf</a>				
	<u>Detainee Mail &amp; Correspondence</u> (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/correspondence.pdf">http://www.ice.gov/doclib/pi/familyresidential/correspondence.pdf</a>				
	<u>Group Legal Representation</u> (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/legalrights.pdf">http://www.ice.gov/doclib/pi/familyresidential/legalrights.pdf</a>				
	<u>Marriage Requests</u> (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/marriagerequests.pdf">http://www.ice.gov/doclib/pi/familyresidential/marriagerequests.pdf</a>				
	<u>Non Medical Emergency Escorted Trips</u> (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/escortedtripsfornon_medicalemergency.pdf">http://www.ice.gov/doclib/pi/familyresidential/escortedtripsfornon_medicalemergency.pdf</a>				
	<u>Recreation</u> (ICE Standard) <a href="http://www.ice.gov/doclib/pi/familyresidential/recreation.pdf">http://www.ice.gov/doclib/pi/familyresidential/recreation.pdf</a>				

(b)(5)

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<u>Religious Practices (ICE Standard)</u> <a href="http://www.ice.gov/doclib/pi/familyresidential/religiouspractices.pdf">http://www.ice.gov/doclib/pi/familyresidential/religiouspractices.pdf</a>				
	<u>Telephone Access (ICE Standard)</u> <a href="http://www.ice.gov/doclib/pi/familyresidential/telephone_access.pdf">http://www.ice.gov/doclib/pi/familyresidential/telephone_access.pdf</a>				
	<u>Voluntary Work Program (ICE Standard)</u> <a href="http://www.ice.gov/doclib/pi/familyresidential/housekeeping_and_voluntarywork.pdf">http://www.ice.gov/doclib/pi/familyresidential/housekeeping_and_voluntarywork.pdf</a>				
	<u>Visitation Privileges (ICE Standard)</u> <a href="http://www.ice.gov/doclib/pi/familyresidential/visitation.pdf">http://www.ice.gov/doclib/pi/familyresidential/visitation.pdf</a>				



FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF •SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Workforce Integrity (10%)</b> (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/ certification and adequacy of systems to report and address staff misconduct)	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03  Staff Misconduct 4-ALDF-7B-01  Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14  Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached contract performance monitoring tool.</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (See Section 6 of the QASP)	A rating of Deficient on any three of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

(b)(5)

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Discrimination Prevention (2.5%)</b> (Addresses the adequacy of policies and procedures to prevent discrimination against residents based on their gender, race, religion, national origin, or disability)	Discrimination Prevention 4-ALDF-6B-02-03	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool (see attached)</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A rating of Deficient on the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.

## Attachment 2 - Contract Discrepancy Report

<b>CONTRACT DISCREPANCY REPORT</b>		1. CONTRACT NUMBER	
<b>Report Number:</b>		<b>Date:</b>	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
<b>DATES</b>			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive; Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE		10. DATE	
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN. <i>(Acceptable response/plan, partial acceptance of response/plan, rejection; attach continuation sheet if necessary.)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
<b>CLOSE OUT</b>			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

## Attachment 3 – Performance Monitoring Tool

## Detention and Removal Operations

## Performance Monitoring Tool

Facility Name: \_\_\_\_\_ Month/Year: \_\_\_\_\_

U.S. Immigration  
and Customs  
Enforcement

Frequency				DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
D	W	M					
				<b>1. Admission and Release</b>			
			A.	ICE information is available for initial classification			
			B.	Medical screening taking place within timeframes			
			C.	Inventory resident personal effects			
			D.	Resident funds accountability in place for admin/release			
			E.	All visual searches documented and are not routine in procedure			
			F.	Appropriate clothing and bedding issued			
			G.	Orientation material in English, Spanish or most prevalent second language			
				<b>2. Resident Classification System</b>			
			A.	All residents classified appropriately upon arrival			
			B.	Reassessment and reclassification process in place			
			C.	Housing assignments are based upon classification			
			D.	Work assignments are based upon classification system			
			E.	Residents are assigned color coded uniforms/wrist bands to reflect classification level			
				<b>3. Contraband</b>			
			A.	Policy in place for handling contraband			
			B.	Contraband disposed of properly and documented			
			C.	Facility staff make a concerted effort to control contraband			

D	W	M		DETENTION STANDARD	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				<b>4. Correspondence and Other Mail</b>			
			A.	Incoming mail screened and delivered daily			
			B.	Outgoing mail screened for contraband			
			C.	Legal mail opened in front of resident			
			D.	Incoming funds processed properly			
			E.	Rules for correspondence and other mail posted in housing unit or common areas, and resident handbook			
			F.	Facility has a system for residents to purchase stamps			
			G.	SMU has same correspondence privileges as general population			
				<b>5. Resident Handbook</b>			
			A.	Staff aware of handbook contents and follow procedures			
			B.	Available in both English and Spanish and/or second most prevalent language			
			C.	Handbook is updated as necessary			
			D.	Orientation material available to illiterate residents			
				<b>6. Detention Files</b>			
			A.	Detention file created for each new arrival			
			B.	Detention files contain documents generated during custody			
			C.	Detention files maintained in a secure area			
				<b>7. Disciplinary Policy</b>			
			A.	Rules of conduct/sanctions provided in writing			
			B.	Incident reports investigated within 24 hours			
			C.	Disciplinary panel adjudicate infractions			
			D.	Disciplinary sanctions are in accordance with standards			
			E.	Staff representation available			

D	W	M		DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
				<b>8. Emergency Plans</b>			
			A.	Staff trained			
			B.	Written plans			
			C.	Evacuation routes primary and secondary			
			D.	A complete set of emergency plans is available			
			E.	Staff work stoppage plan is available			
				<b>9. Environmental Health and Safety</b>			
			A.	System for storing/issuing/maintaining hazardous materials			
			B.	Complete inventories of hazardous materials maintained			
			C.	A complete list of MSDS readily accessible to staff and residents			
			D.	Fire prevention/control/evacuation plan			
			E.	Conduct fire/evacuation drills according to schedule/standard			
			F.	Staff trained to prevent contact with blood and bodily fluids			
			G.	Emergency generators are tested bi-weekly			
			H.	Every employee and resident using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
			I.	Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken			
			J.	Facility appears clean and well maintained			
			K.	All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				<b>10. Non-Medical Emergency Escorted Trips</b>			
			A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
				<b>11. Security Inspections</b>			
			A.	Staff are required to conduct security check of assigned areas			
			B.	All visitors officially recorded in a visitor log book			
			C.	Front entrance staff inspect ID of everyone entering/exiting			
			D.	Maintain a log of all incoming and departing vehicles			
			E.	Housing unit searches occur at irregular times			
			F.	Area searches documented in log book			
			G.	(b)(7)(E)			
			H.	Facility administrator or designee and department heads visit housing units and activity areas weekly			
			I.	Officers monitor all vehicular traffic entering and leaving the facility			
			J.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
			K.	Security officer posts located in or immediately adjacent to resident living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and residents is required and facilitated			
			L.	(b)(7)(E)			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
			M.	Tools being taken into the secure area of the facility are inspected and inventoried			
				<b>12. Food Service</b>			
			A.	Appropriate security measures for sharps are in place			
			B.	Appropriate food temperatures are maintained for both hot and cold food			
			C.	Food Service department maintained at a high level of sanitation			
			D.	Residents receive safety and appropriate equipment training prior to beginning work in department			
			E.	A minimum of two hot meals served daily			
			F.	Facility has a standard 35 day cycle menu			
			G.	A registered dietician conducts nutritional analysis			
			H.	All menu changes documented			
			I.	Common fare menu for authorized residents			
			J.	Weekly inspections conducted and documented			
				<b>13. Funds and Personal Property</b>			
			A.	Inventory personal property/funds is maintained			
			B.	Funds/valuables documented on receipt			
			C.	Residents property searched for contraband			
			D.	Staff forward arriving residents medication to medical staff			
			E.	Resident funds are deposited into the cash box			
			F.	Staff secure every container used to store property with a tamper-proof numbered strap			
			G.	Quarterly audits of resident baggage & luggage are conducted, verified, and logged			

D	W	M		DETENTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date
				<b>14. Resident Grievance Procedures</b>			
			A.	Grievance procedures in place			
			B.	Staff awareness of procedures for emergency grievances			
			C.	Grievance log is utilized			
			D.	Staff forward any grievances alleging staff misconduct to ICE			
			E.	Informal resolution to a resident grievance documented in detention file			
				<b>15. Hold Rooms in Detention Facilities</b>			
			A.	Residents are not held in hold rooms longer than 12 hours			
			B.	All residents pat searched prior to placement in hold room			
			C.	Maintain detention log for each resident in hold room			
			D.	Written evacuation plan posted for each hold room			
			E.	Hold rooms contain sufficient seating for the number of residents held			
			F.	No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
			G.	Male and females are segregated from each other at all times			
			H.	Residents are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
			I.	Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes			
				<b>16. Hunger Strikes</b>			
			A.	Procedures for referring resident to medical if verbally refused or observed refusing to eat beyond 72 hours			



D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			B.	Staff receive training in identification of hunger strike			
			C.	Process for determining reason for hunger strike			
				<b>17. Key and Lock Control</b>			
			A.	Maintain inventories of all keys/locks/locking devices			
			B.	Emergency keys are available for all areas of the facility			
			C.	Chit system used to issue security equip./keys/radios			
			D.	Policy regarding restricted keys present and followed by staff			
			E.	Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
			F.	Locks and locking devices are continually inspected, maintained, and inventoried			
				<b>18. Access to Legal Material</b>			
			A.	Adequate equipment is available for residents			
			B.	Legal materials/law library current and available for residents			
			C.	Resident access provided to include SMU			
			D.	Denials documented			
			E.	Schedule for use implemented 5 hours weekly per resident			
			F.	Access to legal material within 24 hours of written request			
			G.	Indigent residents provided free stamps/envelopes for legal matters			
				<b>19. Group Presentations on Legal Rights</b>			
			H.	ICE/DRO approved videos played for all incoming residents			
			I.	Posters announcing presentation appear in common areas at least 48 hours prior to presentation			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			J.	Residents in SMU receive separate presentation			
			K.	Facility ensures adequate presentations so all residents wanting to attend have the opportunity			
				<b>20. Marriage Requests</b>			
			A.	Marriage written requests approved by FOD			
				<b>21. Medical Care</b>			
			A.	Intake process includes medical and mental health screening			
			B.	Sick call procedures established			
			C.	Adequate medical staff available proportionate to population			
			D.	Pharmaceuticals stored in a secure area			
			E.	All residents receive physical examination/assessment within 14 days of arrival			
			F.	Sick call slips available in English, Spanish and/or most prevalent second language			
			G.	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
			H.	Medical records are available and transferred with the resident			
			I.	Records are maintained of medication distribution			
			J.	All sharps are under strict control and accountability			
			K.	A sharps container is used to dispose of used sharps			
			L.	The medical department is maintained at a high level of sanitation			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
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				<b>22. Issuance and Exchange of Clothing, Bedding, and Towels</b>			
				A. Clothing provided upon intake and exchanged weekly			
				B. Sheets and towels exchanged weekly			
				C. Climate appropriate clothing issued and maintained in good repair			
				D. Facility provides and replenishes personal hygiene items as needed, at no cost to resident			
				E. Showers operate between 100 degrees and 120 degrees			
				F. Showers meet ADA standards and requirements			
				G. Food Service resident volunteers exchange garments daily			
				<b>23. Population Counts</b>			
				Staff conduct formal count at least once per 8 hour shift/ 3x per day			
				B. At least (b) officers participate in count for each area			
				C. Recount conducted when incorrect count is reported			
				D. Face to photo count conducted as necessary			
				E. Each resident positively identified during count			
				<b>24. Post Orders</b>			
				Every post has a post order, current & signed by the facility administrator			
				B. Housing unit officers record all resident activity in a log			
				C. Supervisor visits each housing area once per shift			
				D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E. Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				<b>25. Recreation</b>			
		..		A. Outdoor/indoor recreation is provided			
		..		B. Access to recreation activities 1 hour x 5 days			
		..		C. Staff conduct daily searches of recreation areas			
		..		D. In unit sedentary activities are available			
				<b>26. Religious Practices</b>			
		..		A. Residents are allowed to engage in religious services			
		..		Authorized religious items are allowed in resident			
		..		B. possession			
				<b>27. Special Management Unit (Administrative Segregation)</b>			
		..		A. Written order accompany resident placed in SMU			
		..		SMU reviews are conducted in a timely manner			
		..		B. (3,7,14,30,60)			
		..		C. Residents in SMU have access to legal materials			
		..		D. Residents in SMU retain visiting privileges			
		..		E. Maintain a permanent log regarding resident related activities			
		..		F. SMU phone access same as general pop unless exception is made			
		..		Residents in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same			
		..		G. basis as the general population			
		..		H. The facility administrator (or designee) visits each SMU daily			
		..		I. A health care provider visits every resident in a SMU at least 3x week, and residents are provided any medications prescribed for them			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			J.	Residents in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, residents are provided weather-appropriate equipment and attire			
			K.	When a resident has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, Detention Management Division			
				<b>28. Special Management Unit (Disciplinary Segregation)</b>			
			A.	Written order accompany resident placed in SMU			
			B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
			C.	Admin SMU residents enjoy same privileges as gen pop			
			D.	Residents in SMU have access to legal materials			
			E.	Residents in SMU retain visiting privileges			
			F.	Maintain a permanent log regarding resident related activities			
			G.	Written order accompany resident placed in disciplinary SMU			
			H.	Residents in disciplinary SMU have access to legal materials			
			I.	Residents in disciplinary SMU retain visiting privileges			
			J.	Disciplinary SMU phone access limited to legal/consular calls			
			K.	Residents in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			L.	The facility administrator (or designee) visits each SMU daily			
			M.	A health care provider visits every resident in a SMU at least 3x week, and residents are provided any medications prescribed for them			
			N.	Residents in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, residents are provided weather-appropriate equipment and attire			
				<b>29. Staff-Resident Communication</b>			
			A.	Housing unit rounds conducted daily by security staff			
			B.	Housing unit rounds conducted daily by Deportation Staff			
			C.	Resident requests answered within 72 hours			
			D.	ICE SDC visit schedules are posted in housing unit			
			E.	Request forms are available to residents			
			F.	There is a secure box available for residents to place requests in for ICE staff that is checked on a daily basis			
			G.	Unannounced ICE staff housing unit visits occur weekly			
			H.	Visiting staff observe, document and communicate current climate and conditions of confinement			
				<b>30. Suicide Prevention and Intervention</b>			
			A.	The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
			B.	Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
			C.	The facility has a designated and approved isolation room for evaluation and treatment			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			D.	Staff observes and documents the status of a suicide-watch resident at least once every 15 minutes			
				<b>31. Telephone Access</b>			
			A.	Upon intake, residents are made aware of phone policies			
			B.	Out of order phones reported to service provider			
			C.	Telephones inspected regularly by staff			
			D.	Telephone access rules posted in each housing unit			
			E.	The number for the ICE OIG is posted in housing units			
			F.	The pro bono list is posted in housing units			
			G.	Emergency phone call messages delivered to residents			
			H.	Special access calls are available to residents			
			I.	Notification of telephone monitoring posted by unit phones			
				<b>32. Terminal Illness, Advanced Directives, and Death</b>			
			A.	Residents who are chronically or terminally ill are transferred to an appropriate off-site facility			
			B.	The facility has written plans for addressing organ donations			
			C.	There is a policy addressing Do Not Resuscitate Orders			
			D.	The facility has written procedures detailing the proper notifications			
				<b>33. Tool Control</b>			
			A.	Tool inventories conducted as specified			
			B.	Tools marked and readily identifiable			
			C.	Procedures for issuance of tools to staff and residents			
			D.	Inventory made of all tools by contractors prior to enter and exit			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			E.	There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
			F.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
			G.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
			H.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
				<b>34. Resident Transfer</b>			
			A.	Resident provided with resident transfer notification form			
			B.	Health records/transfer summary accompany resident			
			C.	Funds and personal property accompany resident			
			D.	A-File/work folder accompany resident			
				<b>35. Transportation (Land Transportation)</b>			
			A.	Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
			B.	Officers use a checklist during every vehicle inspection			
			C.	Transporting officers limit driving time to 10 hours in any 15 hour period when transporting residents			
			D.	(b)(7) officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting residents			
			E.	Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			



D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
			F.	(b)(7)(E)			
			G.	Vehicles have written contingency plans on board			
				<b>36. Use of Force</b>			
			A.	Policy governing immediate/calculated use of force			
			B.	All use of force incidents documented and reviewed			
			C.	Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
			D.	Resident is seen by medical immediately after incident			
			E.	Facility subscribes to prescribed confrontation avoidance procedures			
			F.	Staff trained in use of force techniques			
			G.	Appropriate procedures in place for using (b)(7)(E) restraints			
			H.	Medical staff consulted prior to deploying (b)(7)(E) in calculated use of force situations			
			I.	All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit			
				<b>37. Visitation</b>			
			A.	Written visitation schedule posted and accessible to the public			
			B.	General visitation log book maintained			
			C.	Visitor dress code enforced			
			D.	Legal visitation available 7 days a week			
			E.	Facility complies with visitation schedule			
			F.	Visitors are searched and identified per standards			
			G.	Current list of Pro Bono services posted in resident housing			

D	W	M		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				<b>38. Voluntary Work Program</b>			
			A.	Facility has a voluntary work program			
			B.	Maintain a written chart with work assignments/classification level			
			C.	Facility complies with work hour and pay requirements for residents			
			D.	Residents are medically screened to participate			
			E.	Residents receive proper training and safety equipment			
			F.	Resident housekeeping meets standards for neatness, cleanliness and sanitation			
				<b>39. Juvenile Education</b>			
			A.	Classrooms are equipped, including desks, chairs, grade-appropriate text books, activity supplies, chalk boards and audio/visual equipment.			
			B.	Lesson plans are in place and have clearly stated objectives and measures for student performance.			
			C.	Curricula and materials meet US Dept. of Education, state and county requirements.			
			D.	At least one hour of daily grade-appropriate instruction is provided in the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education.			
			E.	Teacher credentials meet state English as a Second Language (ESL) requirements.			
			F.	Teachers identify, address and refer counseling and special needs of students.			

Taylor, Texas

(b)(7)  
(E) Beds (ICE Females)

STAFF DEPLOYMENT BY SHIFT AND POSITION	
MANAGEMENT/SUPPORT	12.00
SECURITY/OPERATIONS	80.00
UNIT MANAGEMENT	63.00
MAINTENANCE	6.00
SERVICES	2.00
PROGRAMS	5.00
EDUCATION	1.00
HEALTH SERVICES (contracted to PHS)	0.00
<b>TOTAL</b>	<b>169.00</b>

MANAGEMENT/SUPPORT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Facility Administrator	(b)(7)(E)					
Assistant Facility Administrator						
Training Manager						
Business Manager						
Bookkeeper						
Accounting Clerk						
Manager, Human Resources						
Manager, Quality Assurance						
Safety Manager						
Investigator						
Mailroom Clerk						
Secretary						
<b>TOTAL</b>						

SECURITY/OPERATIONS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Security	(b)(7)(E)					
Shift Supervisor - Administrative						
Shift Supervisor						
Senior Resident Supervisor - Housing Zones						
* Intake/Release						
* Visitation/Court						
Senior Resident Supervisor - Transportation						
* Transportation						
* Laundry						
* Central Control						
* Perimeter Security						
* Recreation						
* Utility/Search & Escort						
* Kitchen						
* Medical						
* Mental Health Clinic						
* Front Entrance (Lobby)						
Administrative Clerk						
<b>TOTAL</b>						

Taylor, Texas

(b)(7)(E) Beds (ICE Females)

UNIT MANAGEMENT	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Chief of Unit Management	(b)(7)(E)					
Administrative Clerk						
Unit A (b) -Bed Cellblock)						
Unit Manager						
Case Manager						
Resident Counselor						
* Housing						
Unit B (b)(7) -Bed Cellblock)						
Unit Manager						
Case Manager						
Resident Counselor						
* Housing						
TOTAL						

MAINTENANCE	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Maintenance Supervisor	(b)(7)(E)					
Maintenance Worker						
Janitor						
TOTAL						

SERVICES	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Warehouse/Commissary Worker	(b)(7)(E)					
** Food Service Manager						
** Food Service Asst. Manager						
** Food Service Supervisor						
TOTAL						

PROGRAMS	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Recreation Supervisor	(b)(7)(E)					
Program Facilitator						
Chaplain						
TOTAL						

EDUCATION	1ST SHIFT	2ND SHIFT	3RD SHIFT	DAYS COVERED	RELIEF FACTOR	TOTAL STAFF
Library Aide	(b)(7)(E)					
** Librarian						
TOTAL						

\* Post positions included in the Resident Supervisor job classification.

HUTTO512-BC-ICEFEMALES-12/15/09

\*\*Positions hired under a contractual or fee basis for services rendered.

## **TITLE 29--LABOR**

### **PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents**

#### Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement.

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b) (2) (i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with paragraphs (b) (2) (i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate,

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work..

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise..

(d) (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a) (1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for

services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract..

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g) (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g) (1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i). Name and address and social security number of each employee..

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee..

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage..



determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b). (2) (ii) of this section shall be deemed to be such a list..

(vi). Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1) (2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division..

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours..

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	
GS-07	

Search current rates at <http://www.opm.gov/oca/08Tables/>

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m). Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4. . . .

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1)Apprentices, student learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]].

(2)(b) (1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525) .

(3). The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938. (29 CFR parts 520, 521, 524, and 525) .

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations..

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program

registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q). Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

- Paragraph	OMB control number
(b) (2). (i) (iv).....	1215 0150
(e).....	1215-0150
(g) (1) (i) -- (iv).....	1215-0017
(q) (1) (v), (vi).....	1215-0150

(l) (1), (2)..... 1215-0150  
(q) (3)..... 1215-0017

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[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at  
61 FR 68663, Dec. 30, 1996]

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Shirley F. Ebbesen  
DirectorDivision of Wage  
DeterminationsU.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 2007-0592

Revision No.: 3

Date of Last Revision: 10/30/2009

State: Texas

Area: Texas County of Williamson

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between United States Immigration and Customs Enforcement and Prisoner Operations Division, T Don Hutto Correctional facility and Corrections Corporation of America (CCA) and Williamson County Jail, TX.

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; \$7.25 per hour, effective July 24, 2009.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

Attachment (6)

## **ATTACHMENT 7 – FAMILY RESIDENTIAL STANDARDS/PBNDS LISTING**

**<http://www.ice.gov/pi/familyresidential/index.htm>**

[http://www.ice.gov/doclib/pi/familyresidential/admission\\_and\\_release.pdf](http://www.ice.gov/doclib/pi/familyresidential/admission_and_release.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/contraband.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/correspondence.pdf>

[http://www.ice.gov/doclib/pi/familyresidential/discipline\\_and\\_behaviormanagement.pdf](http://www.ice.gov/doclib/pi/familyresidential/discipline_and_behaviormanagement.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/educationstandard.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/emergencyplans.pdf>

[http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth\\_and\\_safety.pdf](http://www.ice.gov/doclib/pi/familyresidential/environmentalhealth_and_safety.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/escortedtripsfornon\\_medicalemergency.pdf](http://www.ice.gov/doclib/pi/familyresidential/escortedtripsfornon_medicalemergency.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/foodservice.pdf>

[http://www.ice.gov/doclib/pi/familyresidential/funds\\_and\\_personal.pdf](http://www.ice.gov/doclib/pi/familyresidential/funds_and_personal.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/grievancesystem.pdf>

[http://www.ice.gov/doclib/pi/familyresidential/housekeeping\\_and\\_voluntarywork.pdf](http://www.ice.gov/doclib/pi/familyresidential/housekeeping_and_voluntarywork.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/hungerstrikes.pdf>

[http://www.ice.gov/doclib/pi/familyresidential/key\\_and\\_lockcontrol.pdf](http://www.ice.gov/doclib/pi/familyresidential/key_and_lockcontrol.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/lawlibraries.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/legalrights.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/marriagecrequests.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/medicalcare.pdf>

[http://www.ice.gov/doclib/pi/familyresidential/newsmediainterviews\\_and\\_tours.pdf](http://www.ice.gov/doclib/pi/familyresidential/newsmediainterviews_and_tours.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/personalhygiene.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/postorders.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/recreation.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/religiouspractices.pdf>

<http://www.ice.gov/doclib/pi/familyresidential/residentcensus.pdf>

[http://www.ice.gov/doclib/pi/familyresidential/resident\\_staff\\_communication.pdf](http://www.ice.gov/doclib/pi/familyresidential/resident_staff_communication.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/residentialfile.pdf>

[http://www.ice.gov/doclib/pi/familyresidential/searches\\_of\\_residents.pdf](http://www.ice.gov/doclib/pi/familyresidential/searches_of_residents.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/sexual\\_abuse.pdf](http://www.ice.gov/doclib/pi/familyresidential/sexual_abuse.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/staff\\_hiring.pdf](http://www.ice.gov/doclib/pi/familyresidential/staff_hiring.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/suicide\\_prevention.pdf](http://www.ice.gov/doclib/pi/familyresidential/suicide_prevention.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/telephone\\_access.pdf](http://www.ice.gov/doclib/pi/familyresidential/telephone_access.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/terminal\\_illness.pdf](http://www.ice.gov/doclib/pi/familyresidential/terminal_illness.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/tool\\_control.pdf](http://www.ice.gov/doclib/pi/familyresidential/tool_control.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/transfer\\_of\\_residence.pdf](http://www.ice.gov/doclib/pi/familyresidential/transfer_of_residence.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/transportation\\_by\\_land.pdf](http://www.ice.gov/doclib/pi/familyresidential/transportation_by_land.pdf)

[http://www.ice.gov/doclib/pi/familyresidential/use\\_of\\_physical\\_force\\_and\\_restraints.pdf](http://www.ice.gov/doclib/pi/familyresidential/use_of_physical_force_and_restraints.pdf)

<http://www.ice.gov/doclib/pi/familyresidential/visitation.pdf>



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 01/29/2010		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536		CODE ICE/DM/DC-DC		5. PROJECT NO. (If applicable)	
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		(X) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0769300490000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0002	
				10B. DATED (SEE ITEM 13) 01/28/2010	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 18, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☒ is not ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 076930049

The purpose of this no cost modification is to appoint (b)(6),(b)(7)(C) (512) 2 (b)(6),(b)(7)(C) as the Contracting Officer's Technical Representative under this Inter-Governmental Service Agreement (IGSA).

Period of Performance: 02/01/2010 to 01/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED (b)(6),(b)(7)(C)	
		16C. DATE SIGNED 29 JAN 2010	

NSN 7540-01-152-807D  
Previous edition unusable

BOARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ NO	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536		CODE ICE/DM/DC-DC		5. PROJECT NO. (If applicable)	
6 NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and ZIP Code) WILLIAMSON COUNTY DF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Attn: <<Enter Contract Specialist>> Washington DC 20536		CODE ICE/DM/DC-DC	
CODE 0769300490000		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO (x)	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0002	
				10B. DATED (SEE ITEM 13) 01/28/2010	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor X is not is required to sign this document and return 0 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 076930049

The purpose of this no cost modification is to appoint (b)(6),(b)(7)(C) (512) 21 (b)(6),(b) as the Contracting Officer's Technical Representative under this Inter-Governmental Service Agreement (IGSA). (b)(6),(b)(7)(C) (512) 21 (b)(6),(b) is appointed as the Alternate COTR. Period of Performance: 02/01/2010 to 01/31/2015

Except as modified herein, all other terms and condition of DROIGSA-10-0002 remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16C. DATE SIGNED 22 Apr 2010	
15C. DATE SIGNED		16D. DATE SIGNED	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P000D3		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536		6. CODE ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) WILLIAMSDEN COUNTY OF 710 S MAIN STREET SUITE 3D1 GEORGETOWN TX 786265703		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0769300490D0D FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DRDIGSA-10-0002		10B. DATED (SEE ITEM 13) 01/28/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

OWNS Number: 076930D49

The purpose of this no cost modification is to replace the Performance Monitoring Tool (PMT) under Attachment (3) Quality Assurance Surveillance Plan (QASP) with the Attached PMT.  
 Period of Performance: 02/01/2010 to 01/31/2015  
 Except as modified herein, all other terms and condition of DRDIGSA-10-0002 remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6),(b)(7)(C)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)	
15C. DATE SIGNED 12-7-10		15D. DATE SIGNED 15 DEC 2010	

FORM 30 (REV. 10-83)

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**U.S. Immigration  
and Customs  
Enforcement**

**Detention and Removal Operations  
Performance Monitoring Tool  
Hutto**

Frequency		Residential Standard		Rating A/D/NO	Corrective Action Required / Comments	Due Date
<b>1. Admission and Release</b>						
	<b>W</b>		<b>Q</b>			
		X		ICE information is available for initial placement		
		X		Medical screening takes place within timeframes		
		X		Resident's personal effects are inventoried		
		X		Resident funds accountability in place for admin/release		
		X		All searches are completed according to policy and are documented.		
		X		Appropriate clothing and bedding are issued; Residents are allowed to retain personal clothing including undergarments.		
		X		Orientation material is provided in English, Spanish or most prevalent second language. All orientations are conducted in person.		
<b>2. Contraband</b>						
	<b>W</b>		<b>Q</b>			
			X	Policy is in place for handling of contraband		
X				Contraband is disposed of properly and documented		
X				Facility staff make a concerted effort to control contraband		
<b>3. Correspondence and Other Mail</b>						
	<b>W</b>		<b>Q</b>			
		X		Incoming mail is screened, but not read, and delivered daily		
		X		Outgoing mail is screened for contraband		
		X		Legal mail is opened in front of the resident		



# U.S. Immigration and Customs Enforcement

## Detention and Removal Operations Performance Monitoring Tool Hutto

		X		Incoming funds are processed properly			
	X			Rules for correspondence and other mail are posted in living or common areas and the resident handbook			
		X		Facility has a system for residents to purchase stamps			
<b>4. Resident Handbook</b>							
	W		Q				
		X		Staff are aware of handbook contents and follow procedures			
		X		Available in both English and Spanish and/or second most prevalent language			
			X	Handbook is updated as necessary			
		X		Orientation materials are available to residents with limited reading ability			
<b>5. Resident Files</b>							
	W		Q				
		X		Files are created for each new arrival			
		X		Resident files contain documents generated during custody			
		X		Resident files maintained in a secure area			
<b>DA6. Disciplinary and Behavior Management Policy</b>							
	W		Q				
		X		Rules of conduct/sanctions provided in writing			
		X		Incident reports are investigated within 24 hours			
		X		Disciplinary panel adjudicates infractions			
		X		Disciplinary sanctions are in accordance with Standards			
		X		Staff representation is available			
<b>7. Emergency Plans</b>							



## Hutto

## 9. Non-Medical Emergency Escorted Trips



## Detention and Removal Operations Performance Monitoring Tool Hutto

[illegible]



# U.S. Immigration and Customs Enforcement

## Detention and Removal Operations Performance Monitoring Tool Hutto

			X	Staff are positioned in or immediately adjacent to resident living areas to permit them to see or hear and respond promptly to emergency			
X				Tools being taken into the secure area of the facility are inspected and inventoried			
<b>11. Food Service</b>							
	W		Q				
	X			Appropriate safety measures for sharps are in place			
		X		Appropriate food temperatures are maintained for both hot and cold food			
	X			Food Service department is maintained at a high level of sanitation			
		X		Residents receive safety and appropriate equipment training prior to beginning work in department			
		X		A minimum of two hot meals is served daily and special needs are accommodated			
			X	Facility has a standard 35 day cycle menu			
			X	A registered dietician conducts nutritional analysis			
		X		All menu changes are documented			
			X	Common fare menu is available for authorized residents			
		X		Weekly inspections are conducted and documented			
<b>12. Funds and Personal Property</b>							
	W		Q				
		X		Inventory of personal property/funds is maintained			
		X		Funds/valuables documented on receipt			
		X		Residents property searched for contraband			





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	X			Staff forward arriving residents medication to medical staff			
		X		Resident funds are deposited into the cash box			
		X		Staff secure every container used to store property with a tamper-proof numbered strap			
			X	Quarterly audits of resident baggage & luggage are conducted, verified, and logged.			
<b>13. Resident Grievance Procedures</b>							
	W		Q				
			X	Grievance procedures in place			
		X		Staff awareness of procedures for emergency grievances			
		X		Grievance log is utilized			
		X		Staff forward any grievances alleging staff misconduct to ICE			
		X		Informal resolution to a resident grievance documented in resident file			
<b>14. Hold Area in Resident Facilities</b>							
	W		Q				
		X		All residents are searched upon admission, in accordance with the FRS			
		X		Residents are not kept in holding areas longer than 12 hours.			
		X		Maintain location log for each resident in holding areas (Resident activity log)			
		X		Written evacuation plan posted for each hold room			
		X		Hold area contain sufficient seating for the number of residents held			
		X		Residents are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items			



**U.S. Immigration  
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Performance Monitoring Tool  
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		X		Staff closely supervises the residential holding area. Holding areas are irregularly monitored. Holding room doors are not locked.			
<b>15. Hunger Strikes</b>							
	W		Q				
		X		Procedures for referring resident to medical if verbally refused or observed refusing to eat beyond 72 hours			
		X		Staff receive training in identification of hunger strike			
		X		Process for determining reason for hunger strike			
<b>16. Key and Lock Control</b>							
	W		Q				
		X		Maintain inventories of all keys/locks/locking devices			
		X		Emergency keys are available for all areas of the facility			
		X		Chit system used to issue security equip./keys/radios			
		X		Policy regarding restricted keys present and followed by staff			
		X		Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
		X		Locks and locking devices are continually inspected, maintained, and inventoried			
<b>17. Access to Legal Material</b>							
	W		Q				
		X		Adequate equipment is available for residents			
		X		Legal /law library materials are current and available for residents.			



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		X	Denials documented			
		X	Schedule for use implemented 5 hours weekly per resident			
		X	Access to legal material within 24 hours of written request			
		X	Indigent residents provided free stamps/envelopes for legal matters			
<b>18. Group Presentations on Legal Rights</b>						
	<b>W</b>	<b>Q</b>				
		X	ICE/DRO approved videos played for all incoming residents			
		X	Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
		X	Facility ensures adequate presentations so all residents wanting to attend have the opportunity			
<b>19. Marriage Requests</b>						
	<b>W</b>	<b>Q</b>				
		X	Written marriage requests approved by FOD			
<b>20. Medical Care</b>						
	<b>W</b>	<b>Q</b>				
		X	Intake process includes medical and mental health screening			
		X	Sick call procedures established			
		X	Adequate medical staff are available proportionate to the population			
		X	Pharmaceuticals are stored in a secure area			
		X	All residents receive physical examination/assessment within 14 days of arrival. All minor residents physical examination/assessment within 48 hours of arrival.			



## Detention and Removal Operations Performance Monitoring Tool Hutto

		X		Sick call slips are available in English, Spanish and/or most prevalent second language			
			X	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
		X		Medical records are available and transferred with the resident			
		X		Records are maintained of medication distribution			
		X		All sharps are under strict control and accountability			
		X		A sharps container is used to dispose of used sharps			
X				The medical department is maintained at a high level of sanitation			

## 21. Personal Hygiene

[illegible]

## 22. Residential Census





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and Customs  
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**Detention and Removal Operations  
Performance Monitoring Tool  
Hutto**

		X		Where cover is not provided to mitigate inclement weather, residents are provided weather-appropriate equipment and attire			
<b>24. Religious Practices</b>							
	W		Q				
		X		Residents are allowed to engage in religious services			
		X		Authorized religious items are allowed in resident possession			
<b>25. Staff-Resident Communication</b>							
	W		Q				
	X	X		Housing unit rounds conducted daily by staff			
	X	X		Housing unit rounds conducted daily by Deportation Staff			
		X		Resident requests answered within 72 hours			
		X		ICE visit schedules are posted in housing unit			
		X		Request forms are available to residents			
		X		There is a secure box available for residents to place requests in for ICE staff that is checked on a daily basis			
		X		Unannounced ICE staff housing unit visits occur weekly			
	X			Visiting staff observe, document and communicate current climate and conditions of confinement			
<b>26. Suicide Prevention and Intervention</b>							
	W		Q				
			X	The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			



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			X	Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
			X	The facility has a designated and approved isolation room for evaluation and treatment			
	X			Staff observes and documents the status of a suicide-watch resident at least once every 15 minutes			
<b>27. Telephone Access</b>							
	W		Q				
		X		Upon intake, residents are made aware of phone policies			
	X			Out of order phones reported to service provider			
	X			Telephones inspected regularly by staff			
		X		Telephone access rules posted in each housing unit			
		X		The number for the ICE OIG is posted in housing units			
		X		The pro buno list is posted in housing units			
		X		Emergency phone call messages delivered to residents			
		X		Special access calls are available to residents			
		X		Notification of telephone monitoring posted by unit phones where applicable			
<b>28. Terminal Illness, Advanced Directives, and Death</b>							
	W		Q				
			X	Residents who are chronically or terminally ill are transferred to an appropriate off-site facility			
			X	The facility has written plans for addressing organ donations			



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			X	There is a policy addressing Do Not Resuscitate Orders			
			X	The facility has written procedures detailing the proper notifications			
<b>29. Tool Control</b>							
	<b>W</b>		<b>Q</b>				
		X		Tool inventories conducted as specified			
			X	Tools marked and readily identifiable			
			X	Procedures for issuance of tools to staff and residents			
		X		Inventory made of all tools by contractors prior to enter and exit			
			X	There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
		X		A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
			X	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
			X	Department heads are responsible for implementing proper tool control procedures as described in the standard			
<b>30. Resident Transfer</b>							
	<b>W</b>		<b>Q</b>				
		X		Resident provided with resident transfer notification form			
		X		Health records/transfer summary accompany resident			
		X		Funds and personal property accompany resident			
		X		A-File/work folder accompany resident			





**U.S. Immigration  
and Customs  
Enforcement**

**Detention and Removal Operations  
Performance Monitoring Tool  
Hutto**

31. Transportation (Land Transportation)						
	W		Q			
		X		Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review		
		X		Officers use a checklist during every vehicle inspection		
		X		Transporting officers limit driving time to 10 hours in any 15 hour period when transporting residents		
		X		(b)(7)(E) officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting residents		
			X	Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles		
		X		(b)(7)(E)		
			X	Vehicles have written contingency plans on board		
32. Use of Force/Immediate Crisis Intervention						
	W		Q			
			X	Policy governing immediate/calculated use of force		
		X		All use of force incidents documented and reviewed		
			X	Video tapes of incidents preserved/catalogued for 2 1/2 yrs		
		X		Resident is seen by medical immediately after incident		



# U.S. Immigration and Customs Enforcement

## Detention and Removal Operations Performance Monitoring Tool Hutto

			X	Facility subscribes to prescribed confrontation avoidance procedures			
			X	Staff trained in use of force techniques			
			X	4 point restraints are never used			
		X		Medical staff consulted prior to calculated use of force incidents			
<b>33. Visitation</b>							
	<b>W</b>		<b>Q</b>				
		X		Written visitation schedule posted and accessible to the public			
		X		General visitation log book maintained			
		X		Visitor dress code enforced			
		X		Legal visitation available 7 days a week			
		X		Facility complies with visitation schedule			
		X		Visitors are searched and identified per Standards			
		X		Current list of Pro Bono services posted in resident housing			
<b>34. Voluntary Work Program</b>							
	<b>W</b>		<b>Q</b>				
			X	Facility has a voluntary work program			
			X	Facility maintains a written chart with work assignments			
		X		Facility complies with work hour and pay requirements for residents			
		X		Residents are medically screened to participate			
		X		Residents receive proper training and safety equipment			
	X			Resident housekeeping meets standards for neatness, cleanliness and sanitation			



**U.S. Immigration  
and Customs  
Enforcement**

Additional Findings:

**Detention and Removal Operations  
Performance Monitoring Tool  
Hutto**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6)(b)(7)(C) Washington DC 20536		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6)(b)(7)(C) Attn: <<Enter Contract Specialist>> Washington DC 20536		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) WILLIAMSON COUNTY DF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0769300490000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DRDIGSA-10-0002		10B. DATED (SEE ITEM 13) 01/28/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 16A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076930049

The purpose of this no cost modification is allow Immigration and Customs Enforcement (ICE) staff at the T. Don Hutto Residential facility to use the fitness area based on the following:

1. ICE employees will not be using the facilities at the same time as the facility residents;
  2. A waiver of liability is executed between the facility operator and ICE employees prior to them using the fitness area.
- Period of Performance: 02/01/2010 to 01/31/2015

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Williamson County Judge (b)(6)(b)(7)(C)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)(b)(7)(C)	
15B. C (b)(6)(b)(7)(C)	15C. DATE SIGNED 2-9-11		16C. DATE SIGNED 10 Feb 11

NSN 7540-01-152-8070  
Previous edition unusable

ANAO FORM 30 (REV. 10-03)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. PC00005		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 T Street NW, (b)(6),(b)(7)(C) Washington DC 20536		CODE ICE/DM/DC-DC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No...street, county, State and ZIP Code) WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		(x)		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 T Street NW, (b)(6),(b)(7) Attn: Mario Foster Washington DC 20536	
CODE 0769300490000		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. DR01GSA-10-0002	
				10B. DATED (SEE ITEM 13) 01/28/2010	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ 1 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: . 076930049

The purpose of this no cost modification is to modify the Williamson County IGSA in reference to Article I, letter A.

It shall read;

A. Purpose: The purpose of this Intergovernmental Service Agreement is to establish an Agreement between ICE and the Service Provider for the detention and care of alien females who are eighteen (18) years of age or older detained under the authority of Immigration and Nationality Act, as amended. All persons in the custody of ICE are Administrative Detainees. This term recognizes that ICE residents are not charged with criminal  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-10-0002/P00005PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>violations, have no known violent criminal histories and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.</p> <p>Program POC: (b)(6),(b)(7)(C) (210) 98 (b)(6),(b)(7)(C) Contract Specialist: (b)(6),(b)(7)(C) 202-73 (b)(6),(b)(7)(C) Contracting Officer: (b)(6),(b)(7)(C) (202) 73 (b)(6),(b)(7)(C)</p> <p>All other terms and conditions remain the same. Period of Performance: 02/01/2010 to 01/31/2015</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Attn: (b)(6),(b)(7)(C) Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		(x) 9A. AMENDMENT OF SOLICITATION NO.			
CODE 0769300490000		9B. DATED (SEE ITEM 11)			
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0002			
		10B. DATED (SEE ITEM 13) 01/28/2010			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) SERVICE CONTRACT ACT

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 076930049

The purpose of this modification to Inter-Governmental Service Agreement (IGSA) DROIGSA-10-0002 is to replace the Contract Specific Wage Determination implemented in P00006 of this agreement with the attached Contract Specific Wage Determination Number 2011-0218, Revision 3, dated 12/07/2011. The effective date of the revised Contract Specific Wage Determination is January 1, 2012.

The contractor must notify the Contracting Officer in writing within thirty (30) days after receipt of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal for changes in Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16C. DATE SIGNED 19 Dec 11	
NSN 7540-91-152-0070 Previous edition unusable		TANDARD FORM 36 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-10-0002/P00007PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	wages and benefits along with detailed supporting price documentation.  Program POC: (b)(6),(b)(7)(C) (210) 96 (b)(6),(b)(7)(C) Contract Specialist: (b)(6),(b)(7)(C) 202-73 (b)(6),(b)(7)(C) Contracting Officer: (b)(6),(b)(7)(C) (202) 73 (b)(6),(b)(7)(C)  All other terms and conditions remain the same. Period of Performance: 02/01/2010 to 01/31/2015				



REGISTER OF WAGE DETERMINATIONS UNDER THE  
SERVICE CONTRACT ACT

By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210Diane C. Koplewski Director Division of Wage  
Determinations

Wage Determination No.: 2011-0218

Revision No.: 3

Date of Last Revision: 12/07/2011

State: Texas

Area: Texas County of Williamson

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contracts) between ICE and Williamson County, TX for detention services, under the authority of the INA, in the above locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
<b>01000 - Administrative Support And Clerical Occupations</b>		
01011 - Accounting Clerk I		11 .95
01012 - Accounting Clerk II		13 .41
01013 - Accounting Clerk III		15 .00
01111 - General Clerk I		10 .95
01112 - General Clerk II		11 .95
01113 - General Clerk III		13 .41
01311 - Secretary I		13 .41
01312 - Secretary II		15 .00
01313 - Secretary III		16 .73
<b>07000 - Food Preparation And Service Occupations</b>		
07041 - Cook I		10 .92
07042 - Cook II		12 .54
<b>11000 - General Services And Support Occupations</b>		
11150 - Janitor		9 .53
<b>13000 - Information And Arts Occupations</b>		
13058 - Library Technician		12 .66
<b>21000 - Materials Handling And Packing Occupations</b>		
21410 - Warehouse Specialist		12 .83
(not set) - Warehouse/Commissary Supervisor		13 .47
<b>23000 - Mechanics And Maintenance And Repair Occupations</b>		
23370 - General Maintenance Worker		17 .10

**27000 - Protective Service Occupations**

27008 - Corrections Officer	15 .60
27040 - Detention Officer	15 .60
(not set) - Case Manager	16 .53
(not set) - Senior Detention Officer	16 .38
(not set) - Detention Counselor	16 .38

**92000 - Non Standard Occupations**

(not set) - Resident Counselor	16 .38
(not set) - Program Facilitator	12 .55

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.59 per hour or \$143.60 per week or \$622.27 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}****Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

**Case Manager**

Duties include: provides case management and counseling services to inmates/residents and their families. This position assists the inmates/residents to become aware of strengths and needs in adjusting socially to their environments.

**Detention Counselor**

Duties include: uniformed, security trained member of the Unit Management Team responsible for resolving daily inmate issues before they become significant matters, incidents or grievances. Ensure that services and programs are delivered to inmates assigned to the unit at a time and manner as designed.

**Program Facilitator**

Duties Include: Conducts various programs in a group setting to inmates assigned to residential and non-residential behavioral programs. Interviews and assesses prospective program participants. Implements a wide range of behavioral programs.

**Resident Counselor**

Duties include: Responsible for resolving daily resident issues before they become significant matters, incidents or grievances. Ensures that services and programs are delivered to residents assigned to the unit at a time and manner as designed.

**Senior Detention Officer**

Duties include: assists in the supervision of the administrative and operational security activities in a detention facility. Directly supervises Detention Officers assigned to the shift. Provides for the protection of each inmate/resident and the preservation of each inmate's/resident's legal rights. Supervises the count of inmates/residents and directs adherence to all key control procedures. must be able to work any post assignments on any shift.

**Warehouse/Commissary Supervisor**

Duties includes supervising the Warehouse Worker and assists in the operation of the warehouse and/or commissary, orders, receives, stores and inventories stock, supplies and equipment utilized in the on-going operation of the commissary and for general facility operations.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2. AMENDMENT/MODIFICATION NO.</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO.</b>	
P00009		See Block 16C			
<b>5. ISSUED BY</b>		<b>6. PROJECT NO. (if applicable)</b>			
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7) Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7) Washington DC 20536			
<b>7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>8A. AMENDMENT OF SOLICITATION NO.</b>			
WILLIAMSDEN COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		<b>8B. DATED (SEE ITEM 11)</b>			
		<b>9A. MODIFICATION OF CONTRACT/ORDER NO.</b>			
		DROIGSA-10-0002			
		<b>9B. DATED (SEE ITEM 13)</b>			
		01/28/2010			
<b>CODE</b> 0769300490000		<b>FACILITY CODE</b>			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
X	<b>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
	<b>D. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ 0 \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 076930049

The purpose of this modification to Inter-Governmental Service Agreement (IGSA) DROIGSA-10-0002 is to change the appointed Contracting Officer's Representative (COR), from (b)(6),(b)(7)(C) to (b)(6),(b)(7)(C)

All other terms and conditions remain the same.

Program POC: (b)(6),(b)(7)(C) (210) 96 (b)(6),(b)(7)(C)  
COR: (b)(6),(b)(7)(C) (512) 21 (b)(6),(b)(7)(C)  
Contract Specialist: (b)(6),(b)(7)(C) (202) 73 (b)(6),(b)(7)(C)  
Contracting officer: (b)(6),(b)(7)(C) (202) 73 (b)(6),(b)(7)(C)  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		(b)(6),(b)(7)(C)	
<b>15B. CONTRACTOR/OFFEROR</b>	<b>15C. DATE SIGNED</b>	<b>16C. DATE SIGNED</b>	
(Signature of person authorized to sign)		5/10/12	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 36 (REV. 10-83) Prescribed by GSA R (48 CFR) 53.243	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DROIGSA-10-0002/P00009	2	2

NAME OF OFFEROR OR CONTRACTOR  
 WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Period of Performance: 02/01/2010 to 01/31/2015				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		7. ADMINISTERED BY (if other than item 4)		CODE ICE/DM/DC-DC	
8. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536		CODE ICE/DM/DC-DC		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536	
9. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEDRGETOWN TX 706265703		(X)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 0769300490000		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0002	
				10B. DATED (SEE ITEM 13) 01/28/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. ( ) is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or so amended, by one of the following methods: (a) By completing Items 9 and 15, and returning copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.163(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF MUTUAL AGREEMENT OF THE PARTIES
	D. OTHER (Specify type of modification and authority)

5. IMPORTANT: Contractor ( ) is not. (X) is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 076930049

The purpose of this modification to Inter-Governmental Service Agreement (IGSA) DROIGSA-10-D002 is to reflect the adjustment to the mileage rate in accordance with General Services Administration (GSA) 2013 Mileage Reimbursement Rates. This will be effective upon agreement of both parties.

The mileage rate has now changed

(b)(4)

All other terms and conditions remain the same.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6),(b)(7)(C)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)	
15C. DATE SIGNED 07-11-13		15D. UNITED STATES OF AMERICA (b)(6),(b)(7)(C)	
15E. CONTRACTING OFFICER (b)(6),(b)(7)(C)		15F. DATE SIGNED 4/9/2013	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR  
WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Program POC: (b)(6),(b)(7)(C) (210) 9 (b)(6),(b)</p> <p>COR: (b)(6),(b)(7)(C) (512) 21 (b)(6),(b)</p> <p>Contract Specialist: (b)(6),(b)(7)(C) (202) 73 (b)(6),(b)</p> <p>Contracting Officer: (b)(6),(b)(7)(C) (202)</p> <p>7: (b)(6),(b)</p> <p>Exempt Action: Y</p> <p>Period of Performance: 02/01/2010 to 01/31/2015</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 5	
<b>2. AMENDMENT/MODIFICATION NO</b>		<b>3. EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ NO</b>	
806011		See Block 16C			
<b>5. ISSUED BY</b>		<b>CODE</b>		<b>7. ADMINISTERED BY (If other than Item 6)</b>	
ICE/Latent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536		ICE/DM/DC-DC		ICE/Latent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536	
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>(x) 9A. AMENDMENT OF SOLICITATION NO</b>			
WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703					
		<b>9B. DATED (SEE ITEM 11)</b>			
		<b>x 10A. MODIFICATION OF CONTRACT/ORDER NO</b>		DROIGSA-10-0002	
		<b>10B. DATED (SEE ITEM 13)</b>		01/28/2010	
<b>CODE</b>		<b>FACILITY CODE</b>			
0769300490000					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or its amendment. By one of the following methods: (a) By completing Items 8 and 15 and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority)</b> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	<b>D. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</b>
<b>x</b>	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)</b>
	<b>U. OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☒ is not is required to sign this document and return copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)**

DUNS Number: 076930049

The purpose of this modification to Inter-Governmental Service Agreement (IGSA) IROIGSA-10-0002 is to reflect the proper invoice language. Service Providers/Contractors shall use these procedures when submitting an invoice.

All other terms and conditions remain the same.

Program POC: (b)(6),(b)(7)(C) (210) 96 (b)(6),(b)(7)(C)  
 COR: (b)(6),(b)(7)(C) (512) 2 (b)(6),(b)(7)(C)  
 Contract Specialist: (b)(6),(b)(7)(C) 202) 73 (b)(6),(b)(7)(C)  
 Contracting Officer: (b)(6),(b)(7)(C) (202) (C)  
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		(b)(6),(b)(7)(C)	
<b>15B. CONTRACTOR/OFFEROR</b>		<b>15C. DATE SIGNED</b>	
(Signature of person authorized to sign)		9/27/13	
NSN 7540-01-152-8070 Previous edition Unusable		FAR 48 CFR 53.243	



## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-10-0002/P00011PAGE OF  
2 5NAME OF OFFEROR OR CONTRACTOR  
WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exempt Action: Y Period of Performance: 02/01/2010 to 01/31/2015 Invoicing Instructions:</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>(b)(6),(b)(7)(C)</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-FOD-FAO Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&amp;B) DUNS Number must be registered in the System for Award Management (SAM) at (b)(7)(E) prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&amp;B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-10-0002/P00011

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OF

3

5

NAME OF OFFEROR OR CONTRACTOR

WILLIAMSON COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services:</p> <p>(b)(4)</p> <p>Continued ...</p>				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-10-0002/P00011PAGE OF  
4 5NAME OF OFFEROR OR CONTRACTOR  
WILLIAMSON CDUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (O)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4)				
	(iv). Transportation Services: (b)(4)				
	(v). Stationary Guard Services: (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.  (vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.  4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with OHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.  As part of your obligation to safeguard information, the follow precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Never leave paper documents containing Sensitive Continued ...				

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-10-0002/P00011PAGE OF  
5 5NAME OF OFFEROR OR CONTRACTOR  
WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>Use shredders when discarding paper documents containing Sensitive PII.</p> <p>Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-49(b)(6)(b) or by e-mail at (b)(6),(b)(7)(C)</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2 AMENDMENT/MODIFICATION NO</b>		<b>3 EFFECTIVE DATE</b>		<b>4. REQUISITION/PURCHASE REQ. NO</b>	
P00012		See Block 16C			
<b>6 ISSUED BY</b>		<b>CODE</b>		<b>5 PROJECT NO. (If applicable)</b>	
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6),(b)(7)(C) WASHINGTON DC 20536		ICE/DCR		7 ADMINISTERED BY (If other than Item 6) CODE ICE/DCR	
<b>8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b>		<b>9A AMENDMENT OF SOLICITATION NO</b>			
WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		(X)		9B DATED (SEE ITEM 11)	
		X		10A MODIFICATION OF CONTRACT/ORDER NO DROIGSA-10-0002	
				10B DATED (SEE ITEM 13)	
CODE 0769300490000		FACILITY CODE		01/28/2010	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers \_\_\_\_\_ is amended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12 ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)</b>
X	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)</b>
	<b>D OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ☒ is not is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

**14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)**

DUNS Number: 076930049

The purpose of this modification to Inter-Governmental Service Agreement (IGSA) ORDIGSA-10-0002 is to incorporate the adjusted rates as a result of Contract Specific Wage Determination 2011-0218, Number Revision 6, Dated 07/15/2014)

All other terms and conditions remain the same.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A NAME AND TITLE OF SIGNER (Type or print)</b>		<b>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b>	
		(b)(6),(b)(7)(C)	
<b>15B CONTRACTOR/OFFEROR</b>	<b>15C DATE SIGNED</b>	<b>16C DATE SIGNED</b>	
(Signature of person authorized to sign)		08/14/14	

<b>CONTINUATION SHEET</b>	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE	OF
	DROIGSA-10-0002/P00012	2	2

NAME OF OFFEROR OR CONTRACTOR  
 WILLIAMSON COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Program POC: (b)(6),(b)(7)(C) (210) 96 (b)(6),(b)(7)(C) COR: (b)(6),(b)(7)(C) (956) 54 (b)(6),(b)(7)(C) Contract Specialist: (b)(6),(b)(7)(C) (202) (b)(6),(b)(7)(C) Contracting Officer: (b)(6),(b)(7)(C) (202) 73 (C) Exempt Action: Y Period of Performance: 02/01/2010 to 01/31/2015				

201102186 (2)

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Diane C. Koplewski Division of  
Director Wage Determinations

Wage Determination No.: 2011-0218  
Revision No.: 6  
Date Of Last Revision: 07/15/2014

State: Texas

Area: Texas County of Williamson

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contracts) between ICE and Williamson County, TX for detention services, under the authority of the INA, in the above locality.

OCCUPATION CODE - TITLE	FDDTNDTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.95
01012 - Accounting Clerk II		13.41
01013 - Accounting Clerk III		15.00
01111 - General Clerk I		10.95
01112 - General Clerk II		11.95
01113 - General Clerk III		13.41
01311 - Secretary I		13.41
01312 - Secretary II		15.00
01313 - Secretary III		16.73
07000 - Food Preparation And Service Occupations		
07041 - Cook I		10.92
07042 - Cook II		12.54
11000 - General Services And Support Occupations		
11150 - Janitor		9.53
13000 - Information And Arts Occupations		
13058 - Library Technician		12.66
21000 - Materials Handling And Packing Occupations		
21410 - Warehouse Specialist		12.83
(not set) - Warehouse/Commissary Supervisor		13.47
23000 - Mechanics And Maintenance And Repair Occupations		
23370 - General Maintenance worker		17.10
27000 - Protective Service Occupations		
27008 - Corrections Officer		15.60
27040 - Detention Officer		15.60
(not set) - Case Manager		16.53
(not set) - Senior Detention Officer		16.38
(not set) - Detention Counselor		16.38
92000 - Non Standard Occupations		
(not set) - Resident Counselor		16.38
(not set) - Program Facilitator		12.55
(not set) - Shift Supervisor		11.56

♀

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(c)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

Page 2



- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalence (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (see 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1      2	
2. AMENDMENT/MODIFICATION NO. P00013		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6),(b)(7)(C) WASHINGTON DC 20536		6. CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 5) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6),(b)(7)(C) Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  WILLIAMSON COUNTY OF 710 S MAIN STREET SUITE 301 GEORGETOWN TX 786265703		(X)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0002	
				10B. DATED (SEE ITEM 13) 01/28/2010	
CODE 0769300490000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Far 43.103 (a)				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 07693D049 The purpose of this modification to Inter-Governmental Service Agreement (IGSA) DROIGSA-10-0002 is to incorporate the adjusted rates as a result of Contract Specific Wage Determination 2011-0218, Revision 6, Dated 07/15/2014. The rate adjustments are as follows:  1) Bed day Rate has increased from (b)(4)  2) The new rates are in effective starting August 14, 2014.  3) Funding and authority to invoice at the new rates will be incorporated via modification Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6),(b)(7)(C)  L. J. J. J. 10-29-14			15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)  10-30-14		
15C. DATE SIGNED			15D. DATE SIGNED		
10-29-14			10-30-14		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-10-0002/P00013	PAGE OF 2 2
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NAME OF OFFEROR OR CONTRACTOR  
WILLIAMSON COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>to the applicable task order.</p> <p>As a result of the above, this modification reflects full and final settlement of the Request for Equitable Adjustment (REA) as a result of the implementation of Contract Specific Wage Determination 2011-0218, Revision 6 dated 07/15/2014.</p> <p>All other terms and conditions remain the same.</p> <p>Program POC: (b)(6),(b)(7)(C) (210) 96 (b)(6),(b)(7)(C)</p> <p>COR: (b)(6),(b)(7)(C) (956) 54 (b)(6),(b)(7)(C)</p> <p>Contract Specialist: (b)(6),(b)(7)(C) (202) 73 (b)(6),(b)(7)(C)</p> <p>Contracting Officer: (b)(6),(b)(7)(C) (202) 7 (b)(6),(b)(7)(C)</p> <p>Exempt Action: Y</p> <p>Period of Performance: 02/01/2010 to 01/31/2015</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1 CONTRACT ID CODE</b>		<b>PAGE OF PAGES</b>	
				1 2	
<b>2 AMENDMENT/MODIFICATION NO</b>		<b>3 EFFECTIVE DATE</b>		<b>4 REQUISITION/PURCHASE REQ NO</b>	
P00014		See Block 16C			
<b>5 ISSUED BY</b>		<b>6 CODE</b>		<b>7 ADMINISTERED BY (if other than item 6)</b>	
ICE/Detention Compliance & Removals		ICE/DCR		ICE/DCR	
Immigration and Customs Enforcement				Immigration and Customs Enforcement	
Office of Acquisition Management				Office of Acquisition Management	
801 I Street, NW (b)(6)(b)(7)(C)				801 I Street NW, (b)(6)(b)(7)(C)	
WASHINGTON DC 20536				Washington DC 20536	
<b>8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)</b>		<b>9A AMENDMENT OF SOLICITATION NO</b>		<b>9B DATED (SEE ITEM 11)</b>	
WILLIAMSON COUNTY OF					
710 S MAIN STREET SUITE 301					
GEORGETOWN TX 786265703					
<b>10A MODIFICATION OF CONTRACT ORDER NO</b>		<b>10B DATED (SEE ITEM 13)</b>			
DROIGSA-10-0002		01/28/2010			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 5 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

#### 12 ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

<b>CHECK ONE</b>	<b>A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. 5, ITEM 10A</b>
	<b>B THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a)</b>
<b>X</b>	<b>C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)</b>
	<b>D OTHER (Specify type of modification and authority)</b>

**E. IMPORTANT:** Contractor ( ) is not. (X) is required to sign this document and return 1 copies to the issuing office.

#### 14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

DUNS Number: 076930049

The purpose of this modification is to bilaterally extend the current agreement between Immigration and Customs Enforcement (ICE) and Williamson County, Texas (service provider) for additional 5 years (60) months in accordance with page 6 Article VII. Period of performance of the Inter-Governmental Service Agreement (IGSA) DROIGSA-10-0002.

All other terms and conditions remain the same.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 6A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)

15B NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6)(b)(7)(C)

(b)(6)(b)(7)(C)

16C DATE SIGNED

16C DATE SIGNED

12-16-18

12/22/14

Prescribed by GSA  
FAR (48 CFR) 53.243

(b)(6)(b)(7)(C)

**CONTINUATION SHEET**

 REFERENCE NO OF DOCUMENT BEING CONTINUED  
 DROIQSA-10-0002/P00014

PAGE 2 OF 2

 NAME OF OFFEROR OR CONTRACTOR  
 WILLIAMSON COUNTY OF

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Program POC: (b)(6),(b)(7)(C) (210) 96 (b)(6). COR: (b)(6),(b)(7)(C) (956) 54 (b)(6),(b)(7) Contract Specialist: (b)(6),(b)(7)(C) (202) (b)(6),(b)(7) Contracting Officer: (b)(6),(b)(7)(C) (202) 73 (C) Exempt Action: Y Period of Performance: 02/01/2010 to 01/31/2020				